

Attachment A – Sample Agreement
Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 1, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and SP Plus LLC (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County owns and operates the Charles M. Schulz – Sonoma County Airport (“Airport”), located in Sonoma County; and

WHEREAS, County has automobile parking facilities at the Airport for use by the traveling public and users of the Airport; and

WHEREAS, County requires professional services to manage the automobile parking facilities at the Airport, including but not limited to management, operation, record keeping, accounting, auditing, revenue control, and all other services provided to users of such automobile parking facilities and the public;

WHEREAS, on the basis of Contractor’s proposal, County has selected Contractor for the award of this agreement; and

WHEREAS, Contractor represents that it is a duly qualified and experienced in the management of fee operated public automobile parking facilities at airports and related services;

WHEREAS, Contractor will also provide License Plate Recognition (LPR) technology and related Software-as-a-Service (SaaS) at no cost to County under a separate agreement (the “Technology Order Form Agreement”), which shall be attached hereto and incorporated herein as Exhibit B; and

WHEREAS, in the judgement of the County, it is necessary and desirable to employ the services of Contractor for management of the Airport automobile parking facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractors' Specified Services.

Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

Contractor’s use of Airport real property is outlined in Exhibit “C” consisting of automobile parking lots and specific locations where equipment is installed (hereinafter “Premises”). No other use nor occupancy on the Airport shall be permitted.

If needed, Contractor shall utilize the existing equipment owned by the County and listed in Exhibit “D”, consisting of gates, ticketing machines and booth, etc. (hereinafter “Equipment”). County’s Equipment shall be operated and maintained in the highest standards at Contractor’s sole cost and expense

Automated parking management technology including License Plate Recognition hardware and software (hereinafter “LPR”), is required to perform the services as described in Exhibit “A”. Contractor shall procure and provide all necessary equipment and software to provide LPR parking management, including a real time dashboard accessible to County, of parking demand and use. Contractor shall provide LPR hardware, software, and associated Software-as-a-Service (SaaS) in accordance with the terms and conditions of the Technology Order Form Agreement attached hereto as Exhibit B, which is hereby incorporated by reference and made part of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Technology Order Form Agreement, the terms of this Agreement shall govern unless expressly stated otherwise in a writing signed by both parties. Contractor shall perform all obligations under the Technology Order Form Agreement concurrently with and as an integral component of the services provided under this Agreement. The LPR equipment shall be owned and maintained by Contractor during the term of this agreement at Contractor’s sole cost and expense. Contractor shall also be required to procure, install, operate, and maintain, at Contractor’s sole cost and expense, any additional LPR equipment needed to service new or expanded parking facilities that may become available during the term of this agreement, whether as a result of airport expansion, construction of new parking lots, reconfiguration of existing lots, or any other changes that alter the parking inventory. Such additional LPR equipment shall meet all specifications and operational requirements set forth herein and shall be fully integrated with the existing LPR system and real-time reporting dashboard accessible to County.

Pursuant to the provisions below, a new reversible (ingress/egress) lane will be constructed on the real property at the southeast corner of Long-Term Lot B. Contractor shall, at its sole cost and expense, furnish, install, and maintain any required equipment to make the lane at the southeast corner of Long-Term Lot B a fully operational reversible lane. Any equipment installed hereunder shall remain the property and responsibility of Contractor, and shall not be permanently affixed to the real property. The reversible lane shall include, at a minimum:

(a) two barrier gates, one configured for entry and one configured for exit; (b) two LPR cameras compatible with all other LPR equipment installed under this agreement, one serving entering vehicles and one serving exiting vehicles; (c) power and data connections for all components, including barrier gates and cameras; and (d) placement of bollards or similar protective devices necessary to safeguard cameras and associated equipment. All installation of equipment pursuant to this section shall be performed by competent personnel in compliance with all applicable law. This section does not direct or authorize Contractor to perform any construction of public works. To the extent the installation of equipment required by this section requires any improvements to real property or permanent installation of facilities on County property, the parties agree that the terms of such installation shall be the subject of separate agreement, which shall be at no additional cost to the County.

Contractor shall provide and have operational all equipment required for the reversible lane, and shall place the reversible lane into fully operational service, no later than six (6) months after the Agreement Commencement Date. For purposes of this Agreement, “fully operational” means that all equipment, power and data connections, system integrations, testing, and operational readiness activities have been completed, and the reversible lane is available for continuous use in normal Airport parking operations.

The Airport reserves the right to establish, at any time, additional parking lots, parking services/options, valet parking services, shuttle bus services, new revenue and access control solutions, or any other goods and/or services that may benefit the Airport. To the extent that these additional goods and/or services and solutions are outside the scope of the Agreement, the cost of managing these additional services and solutions will be negotiated.

An on-site vehicle is required to perform the services as described in Exhibit “A”, Scope of Work. County has requested that Contractor provide an electric vehicle to comply with the Airport’s environmental sustainability goals. The electric vehicle will be owned and maintained by Contractor with the costs paid by the Contractor during the term of this Agreement, the value of which is included in the calculation of the Management Fee to be paid to Contractor, as defined in Section 2.1. At the end of this Agreement, the Contractor will transfer the ownership of the electric vehicle to the County, in good condition, reasonable wear and tear for the age of the vehicle at the time of transfer to be allowed, including normal battery degradation consistent with manufacturer specifications. County will continue to provide Contractor with complimentary access and use of the onsite electric vehicle charging station(s) for the on-site vehicle.

1.2 Cooperation with County.

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices

and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Non-Exclusive.

This Agreement is non-exclusive. County continues to maintain and control the Premises located at the Airport, including and without limitation, the ability to add or subtract acreage from the Premises and grant leases, and additional agreements in the sole judgement of County.

2. Payment.

2.1 Monthly Payments.

Contractor shall pay to County each month during the term, Contractor's gross sales (as defined in Section 2.1.1 below) made from Contractor's business at the Airport during the month; provided, however, that Contractor shall be entitled to exclude from gross sales an amount equal to \$28,163.00 [Twenty Eight Thousand One Hundred Sixty-Three and No/100 Dollars] per month (the "Management Fee"). The Management Fee consists of the total operating expenses and profit in providing the services encompassed in this Agreement and as further outlined in Exhibit A "Scope of Services". Contractor shall pay the gross sales minus the Management Fee on or before the tenth (10th) day of the following calendar month of which the gross sales were received. If gross sales drop below the amount of the Management Fee in any month during the term of this Agreement, County is required to pay the difference to Contractor within 30 days of the monthly gross sales statement.

2.1.1 Gross Sales Defined.

"Gross sales" of Contractor means the gross revenues from parking and all other services and/or products sold or delivered in or from Contractor's activities at the Airport, its permitted subtenants, operators, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of fine penalties and assessments imposed by Contractor. Any transaction on an installment basis, including, without limitation, any "lay-away" sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. Gross sales in credit card transactions shall include only the actual amount received by Contractor from the credit card issuer. Gross sales shall not include, or if included shall be deducted (but only to the extent they have been included) sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipt taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price separately stated, collected separately from the selling price of merchandise or services, and collected from customers. Additionally, consumer-paid transaction fees shall be deducted from Gross Sales if not paid for by the Consumer. "Technology/LPR Transaction Fees" are specifically excluded from the definition of Gross Sales.

2.1.2 Statement of Gross Sales.

Contractor shall furnish to County a statement of Contractor's gross sales within ten (10) days after the end of each month. Each statement shall be signed and certified to be correct by Contractor or its authorized representative, and if Contractor is a corporation the statement shall be signed and certified to be correct by an officer of Contractor. Contractor shall keep full and accurate books of accounts, records, cash receipts, and other pertinent data showing its gross sales. Such books of accounts, records, cash receipts, and other pertinent data shall be kept for a period of three (3) years after the termination or expiration of this Agreement. The receipt by County of any statement, or any payment or consideration for any period, shall not bind County as to the correctness of the statement or the payment. Such statement of gross sales shall correspond to daily gross revenues and gross receipts as generated by a revenue control system and Contractor's accounting system.

2.1.3 County's Right to Audit Records.

County shall be entitled at any time during this Agreement and within four (4) years after expiration or termination of this Agreement to inspect and examine all Contractor's accounts, records, cash receipts, and other pertinent data, so County can ascertain Contractor's gross sales. Contractor shall cooperate fully with County in making the inspection. County shall also be entitled to an independent audit of Contractor's accounts, records, cash receipts, and other pertinent data to determine Contractor's gross sales, by a certified public accountant to be designated by County. The audit shall be limited to the determination of gross sales. If the audit shows that there is a deficiency in the payment of any percentage rent, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by County unless the audit shows that Contractor understated gross sales by more than two percent (2%), in which case Contractor shall pay a County's costs of the audit.

2.1.4 Late Charge.

Contractor agrees to pay a late charge of \$100 per day if the payment is not received within three (3) days of its due date. This late charge does not establish a grace period; County may make written demand for payment if consideration is not paid on its due date. County and Contractor agree that the charge is presumed to be the damages sustained because of Contractor's late payment of gross receipts, and that it is impracticable or extremely difficult to fix the actual damages.

2.1.5 Manner of Payment of Consideration.

Consideration payable by Contractor hereunder shall be paid by Contractor without notice, demand or offset at the office of the Airport Manager at the Airport, or at such other place or places as may from time to time be designated by County.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.2 Consumer-Paid Transaction Fees During the term of this Agreement, a technology transaction fee shall be charged directly to the parking customer ("Consumer") for every applicable parking transaction processed through the LPR parking management system. These fees shall be collected by the Contractor at the point of sale. The Contractor acknowledges that the Transaction Fees listed below constitute full compensation for all LPR technology,

hardware, installation, and Software-as-a-Service provided under this Agreement and the Technology Order Form Agreement.

2.2.1 No Costs to County. The County shall not be responsible for payment of any Transaction Fees, SaaS fees, or capital cost recovery fees. All such costs are borne by the Consumer via the Transaction Fee or absorbed by the Contractor.

2.2.2 Fee Schedule. The Transaction Fees charged to the Consumer shall be in accordance with the schedule set forth below. No transaction fees shall apply to transactions of thirty (30) minutes or less.

<i>Transaction Type</i>	<i>Consumer-Paid Transaction Fee</i>
0–59 Minute Transactions	No transaction fee
60 Minutes – 1 Hour 59 Minutes	\$.99 per transaction
Self-Parking (2 Hours or more) (Lot A, Lot B, Short Term and On-Street Spaces)	\$2.99 per transaction
Reservation Transaction Fees	\$2.99 per transaction
Valet Transaction Fees	\$3.99 per transaction
Non-Employee Monthly Parking Transaction Fee	\$4.99 per transaction

3. Term of Agreement.

The term of this Agreement shall be from February 1, 2026, to January 31, 2031, unless terminated earlier in accordance with the provisions of Article 4, Termination, below.

4. Termination.

4.1 Termination Without Cause.

The County may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the County, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Contractor must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. County agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. County further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. In the event of termination for convenience, the County shall pay the Contractor the unamortized portion of the capital investment immediately. Additionally, the investment and continued use of MT Technology shall be contingent on a separately negotiated Platform Fee and transaction fees, ensuring the protection of the Contractor's capital investment while allowing for continued technology use under mutually agreed terms.

4.2 Termination for Cause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. For monetary defaults, the terminating party must provide the breaching party seven (7) days' advance written notice of its intent to terminate the Agreement. For non-monetary defaults, the terminating party must provide thirty (30) days' advance written notice. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement. If County terminates this Agreement without cause at any time within the first two (2) years of the Agreement, County shall pay Contractor a penalty fee of \$75,000.00.

4.2.1 Termination by County:

The County may terminate this Agreement in whole or in part, for the failure of the Contractor to:

- a. Perform the services within the time specified in this Agreement or by County approved extension;
- b. Make adequate progress so as to endanger satisfactory performance of the Scope of Work; or
- c. Fulfill the obligations of the Agreement that are essential to the Scope of Work in a timely manner in compliance with all terms hereof
- d. Follow all applicable laws and regulations, or any directives of the Airport Manager regarding safety and operational matters as set forth in Chapter 3 of the Sonoma County Code; or
- e. Any other material breach of this agreement

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the County determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

4.2.2 Termination by Contractor:

The Contractor may terminate this Agreement in whole or in part, if the County:

- f. Defaults on its obligations under this Agreement;
- g. Fails to make payment to the Contractor in accordance with the terms of this Agreement;
- h. Suspends the Scope of Work for more than one-hundred eighty (180) days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, County agrees to cooperate with Contractor for the purpose of terminating the Agreement or portion thereof, by mutual consent. If County and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Contractor is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. County agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

4.3 Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sonoma Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Content Online Accessibility.

County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1 Standards.

All Contractors responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

9.2 Alternate Format.

When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Contractor agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.3 Noncompliant Materials; Obligation to Cure.

Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Contractor. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Contractor in writing. Upon such notice, Contractor shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- i. Cancel any delivery or task order;
- j. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- k. In the case of custom EIT developed by Contractor for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

9.4 County's Rights Reserved.

Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

10. Representations of Contractor.

10.1 Standard of Care.

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

10.2 Status of Contractor.

The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed.

Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment.

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

10.4 Taxes.

Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

10.5 Records Maintenance.

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

10.7 Statutory Compliance/Living Wage Ordinance.

Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage

Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8 Nondiscrimination.

Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9 AIDS Discrimination.

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.10 Assignment of Rights.

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

10.11 Ownership and Disclosure of Work Product.

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but

agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

10.12 Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

11. Representation, Warranty and Responsibility as to Data Security

- l. Data Security: Contractor shall preserve, and shall ensure that its sub-Contractors or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes, and updates to operating systems and applications as provided by Contractor and/or its sub-Contractors or vendors. Contractor agrees to, and shall ensure that its sub-Contractors or vendors, comply with the County's current and future information security policies, standards, procedures, and guidelines.
- m. Encryption Requirements: Contractor shall encrypt, and shall ensure that its sub-Contractors or vendors encrypt, confidential information whether the data is in transit or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g., PHI, ePHI).
- n. Security Breach: Contractor shall comply, and shall ensure that its sub-Contractors or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g., PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Contractor shall:
 - i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
 - iii Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.
- o. Request to Audit: Contractor will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a

random information security audit. This is to ensure that the Contractors and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures, and guidelines. Contractor shall ensure that its sub-Contractors or vendors comply with this requirement.

- p. Cyber Risk Insurance Requirements: Contractor shall include, and shall ensure that its sub-Contractors or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.
- q. Data Ownership. The parties shall be governed by the Technology Order Form.

12. Representation, Warranty and Responsibility as to Data Security-PCI DSS.

Contractor represents and warrants that it shall implement and maintain Payment Card Industry ("PCI") Data Security Standard ("DSS") certification and that it shall provide an annual Report of Compliance ("ROC") prepared by a Qualified Security Assessor Company ("QSAC"). Upon request of the County, Contractor agrees to promptly provide PCI DSS validation by a QSAC. Contractor shall undergo quarterly system scans performed by a PCI Security Standards Council ("SSC") Approved Scanning Vendor ("ASV") that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. Further, Contractor shall maintain and protect in accordance with all applicable federal, state, local, and PCI laws, rules and regulations the security of all cardholder data when performing the contracted Services on behalf of the County.

In addition to the indemnity obligations specified in Article 5 of this Agreement, Contractor shall indemnify, defend, protect and hold County harmless from and against any and all claims, losses, damages, notices and expenses, including, without limitation, any fines which County may be required to pay, which result from Contractor's breach of the provisions of this Section. Within thirty (30) days of County delivering written notice, Contractor will reimburse the County for its actual costs associated with any information security breach that results from the Contractor's failure to adhere to PCI data security standards and other applicable industry best practice. Such costs include but are not limited to: the costs of investigating the breach, fees associated with bankcard replacement, client credit monitoring, litigation costs, Court ordered penalties; and any additional fees charged by the County's bank Contractor, at its sole cost and expense, shall fully cooperate with any investigation, whether instituted by County or any other entity with jurisdiction to conduct such investigation, of any data loss or other breach of Contractor's obligations under this Section.

In connection with credit card transactions processed for County, Contractor will implement fraud prevention controls and provide reasonable care and effort to detect fraudulent credit card activity. In performing the Services, Contractor shall comply with all applicable rules and requirements, including security rules and requirements, of County's financial institutions, including its acquiring bank, the major credit card associations and credit card companies. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the County of such circumstances.

Contractor represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS) or Payment Applications Best Practices (PABP). As verification of this, the Contractor agrees to provide PABP validation by a PCI SSC Qualified Payment Application Security Company (“QPASC”) that any such application it provides is certified by the PCI SSC as complying with these standards and agrees to continue to maintain that certification as may be required from time to time.

13. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

14. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

15. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Charles M. Schulz – Sonoma County Airport
2290 Airport Blvd.
Santa Rosa, CA 95403
Airport@Sonomacounty.gov

TO: CONTRACTOR: SP Plus LLC
Attn: Legal Department
501 Commerce Street, Suite 1210
Nashville, TN 37203

SP Plus LLC
Attn: Jason Finch, President - West Airports

16200 Brookpark Rd, 2nd Floor
Cleveland, OH 44135

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

16. Miscellaneous Provisions.

16.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

16.2 Construction.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

16.3 Consent.

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

16.4 No Third-Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16.5 Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to

enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

16.6 Captions.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

16.7 Merger.

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

16.8 Conflicts. In the event of conflicting language between the exhibits to this Agreement and the terms of this Agreement, the terms of the exhibits shall control. Notwithstanding the above, any terms of any document requiring compliance with law shall control over any conflicting terms, the terms of Sections 5, 17 and 18 of this Agreement shall control over any conflicting language in the exhibits hereto, and all terms which may be interpreted to avoid a conflict shall be so interpreted.

16.9. Survival of Terms.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16.10 Time of Essence.

Time is and shall be of the essence of this Agreement and every provision hereof.

16.11. Counterpart; Electronic Signatures.

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

16.12. Compliance with Administrative Policy 9-6 Information Technology Artificial Intelligence (AI) Policy

Contractor agrees to comply with all terms of Administrative Policy 9-6 Information Technology Artificial Intelligence (AI) Policy as are applicable under the policy. By signing this agreement, the individual executing this Agreement on behalf of Contractor represents that they have been provided with and read the policy, and Contractor agrees to comply with the terms thereof. Contractor further agrees that no artificial intelligence (AI) technology will be used in the execution of its duties under this Agreement without express permission from County to do so. Any failure of Contractor to comply with the terms of Administrative Policy 9-6 shall be deemed a material breach of this Agreement.

17. Federal Provisions

17.1 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

17.2 Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Contractor must correct the breach. County may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

17.3 General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race,

color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

17.5 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

17.6 Incorporation of Provisions:

The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq*).
prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq*).

17.8 Clean Air And Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

17.9 Occupational Safety And Health Act Of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17.10 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

18. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Contractor, concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Contractor, concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Effective October 3, 2025, pursuant to changes adopted by the Department of Transportation as set forth in the Federal Register, Vol. 90, No. 190, p. 47969, the County of Sonoma's project goals for all projects subject to the FAA "Airport Concessions Disadvantage Business Enterprise" program and the FAA "Disadvantage Business Enterprise" program, including all Airport projects upon which Consultant performs tasks under this Agreement shall have a project goal of: 0%. Accordingly, the Goal for this contract is 0%.

Pursuant to the above, until completion of the reevaluation of DBEs and ACDBEs by the Unified Certification Program, the County will not require Contractor to report to the County its payments to DBEs and ACDBEs, review whether a commercially useful function is performed by any DBEs or ACDBEs contracted by Consultant, or other requirements necessary to track performance of the project's goal.

Upon written notice by County to Contractor of the resumption of the enforcement and collection of data regarding ACDBE program compliance, Contractor shall promptly comply with all County ACDBE requirements, including those outlined in Exhibits “E” – County of Sonoma Disadvantaged Business Enterprise (DBE) Program Requirements to this Agreement

The County reserves the right in its sole discretion to amend or modify the contract as required by changes in federal law and regulations, including to comply with changes to 49 C.F.R. part 23 and 49 C.F.R. part 26.

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EXHIBIT A
SCOPE OF WORK

SP Plus LLC (“Consultant”) agrees to perform the following services in managing the Parking Facilities on behalf of the Charles M. Schulz – Sonoma County Airport (“Airport”). The Scope of Services that follows is to be used as a general guide and is not intended to be a complete list of all work necessary to manage and operate the Airport public parking facilities for the Airport.

- Collect all public parking fees and charges, including the processing of credit card charges, pay-on-foot transactions (if applicable), and other sources of payment that may become available in the future (“Gross Sales”). Cash generated from the above revenue shall be deposited each weekday into Consultant’s bank account.
- Consultant acknowledges that all parking rates are set by the Airport and agrees to charge only the authorized and posted rates. No other additional charges may be imposed unless specifically authorized by the Airport in writing.
- Consultant shall comply with any and all federal, state and local laws, including but not limited to the County of Sonoma Living Wage Ordinance.
- On or before the tenth (10th) day of each month, Consultant shall pay to Airport the previous calendar month’s Gross Sales as defined in the RFP, less any sales or use tax, Consultant’s monthly Management Fee of \$28,163.00 and credit card processing charges. Consultant shall provide Airport with supporting documentation for the credit card processing charges.
- Maintain and operate the day-to-day activities of the landside Airport parking facilities safely, efficiently and in accordance with all federal, state and local requirements. This will include coordination with Airport personnel.
- Consultant shall provide a full-time and dedicated facility manager to serve as the onsite liaison between the Consultant and the Airport.
- Consultant shall provide personnel for parking and traffic control when the Airport’s contracted security is no on duty. Consultant shall be provided with an Airport ticket book and/or electronic handheld ticket device that Consultant may use to enforce Airport parking regulations.

- Consultant shall have staff on-site daily from 5 a.m. to 12 a.m. (midnight) (the “Hours of Operation”) and provide 24-hour emergency response service seven days per week. Hourly employees shall wear Company-issued and professional attire that includes a name tag for identification.
Should the Airport desire to extend the aforementioned Hours of Operation, Consultant shall provide the required additional labor within seven (7) days written notice by Airport. Consultant shall invoice the Airport an initial hourly rate of Twenty Three Dollars and Fifteen Cents (\$23.15) for each straight-time hour or pro-rated portion worked beyond the initial seventeen daily hours.
- Use the Airport’s Parking Access and Revenue Control System (PARCS) and, as implemented, the License Plate Recognition (LPR) parking management platform to effectively manage and operate the Parking Facilities and to produce all required operational and financial reports. Contractor shall ensure that all reporting currently derived from PARCS is continued through PARCS and/or replicated, replaced, or enhanced through the LPR technology platform as the Airport transitions to or expands LPR-based operations. Required reports include, but are not limited to:
 - Revenue Summary by day and category (e.g., Hourly, Daily, Commuter, etc.)
 - Daily count of automobiles and overnight occupancy percentages of all parking lots
 - Monthly ticket defaulters and/or deliberate “no-pays” and missing tickets (or LPR-based equivalents identifying unpaid parking sessions)
 - Monthly gratis parking vouchers including name and amount
 - Monthly mechanical problems and resolutions for PARCS and/or LPR systems
 - Monthly parking equipment maintenance and service logs
 - Customer service inquiries and complaints log
- Contractor shall ensure that all reporting capabilities transition seamlessly between systems and that LPR-based reporting maintains or improves upon the accuracy, reliability, and level of detail previously provided through PARCS. Consultant assist Airport in daily reconciliation of HUB reports and cross reference of Credit Card data. Consultant shall assist Airport in obtaining a custom daily report from the Credit Card Processor (STRIPE) to view all STS parking transactions separately from the aggregated/comingled account data. Consultant shall not “view or touch” the data, only assist the Airport in obtaining the data. Airport shall receive access to Credit Card Processor live transaction data for the purposes of revenue reconciliation.

- Consultant shall provide routine and minor maintenance to the PARCS, including broken gate replacement, ticket stock replacement, air blow and dusting of entry portal points, etc. Consultant shall not perform work that could potentially void any warranty or work that is covered under a preventative maintenance contract (PMC) between the PARCS vendor and the Airport.
- Consultant shall provide and install at each public Parking Facilities signs indicating all rates charged. Consultant shall provide and install at each public Parking Facility signs indicating the statement of limited liability. Consultant may install, operate and maintain illuminated company identification signs on the public Parking Facilities. All such signs shall be of a size, type and design approved in writing by the Airport prior to installation.
- Administer and manage the employee parking program through the License Plate Recognition (LPR) system in lieu of physical permits or access credentials. Contractor shall enroll authorized employees into the LPR system, apply all applicable parking restrictions, and ensure that employee parking privileges are recognized only in designated lots, streets, or authorized parking areas. Parking in non-authorized lots shall not be validated by the LPR system and shall be processed as a normal public parking transaction. Contractor shall collect all fees and charges associated with the employee parking program, the public commuter program specified in the RFP, and additional parking purchased by onsite rental car companies for storage or operational purposes.

The Airport may expand the employee parking program to include billing for additional Airport personnel or companies that provide service to the Airport. The parties agree to meet to review and approve amending the Consultant's Management Fee for any additional costs resulting from the new billings.

- Consultant shall remove luggage carts from the parking lots and return them to the appropriate location, twice per day at minimum.
- Provide general maintenance and light porter services for the Parking Facilities. Consultant is not responsible for any lighting, utilities, landscaping services or maintenance of a structural nature.

- Consultant shall perform or subcontract to a qualified vendor sweeping services of each of the Parking Facilities on a monthly basis.
- Consultant shall obtain a valid Certificate of Insurance with requisite insurance coverage from any subcontractor and include the Airport as an additional insured prior to any services being provided.
- Furnish all management, technical and administrative personnel required to perform the required services and supervise and train these personnel as needed. All services furnished may include the use of any appropriate subcontractor as needed, with prior approval of the Airport. At the time of Contract execution, the following two (2) subcontractors have been approved for use by Consultant: SF Parking, LLC; Sonoma Sweepers, Inc.

Consultant, as part of this Agreement, must disclose to the County the names and relationships of all subcontractors and affiliates of Consultant which have agreements to provide goods or services or to acquire goods or services from Consultant under the Agreement. As used herein, the word "affiliate" is defined as a person, business or other entity that Consultant, directly or indirectly and/or through one or more intermediaries, controls or is controlled by, or is under common control with, Consultant and/or who has a business relationship with Consultant with respect to Consultant's performance under this Agreement. As used herein, the word "control" means the right and/or power, directly or indirectly and/or through one or more intermediaries to direct or cause the direction of any part of the management and policies of a person, business or other entity through ownership of voting securities and/or by contract and/or otherwise.

- Consultant shall take a license plate inventory on a nightly basis of all vehicles parked overnight in the public Parking Facilities. Consultant, at its own cost, is responsible to procure and maintain an electronic License Plate Inventory System ("LPI"), including all handheld or mobile devices that can produce customary LPI reports. The inventory shall record the license plate state and license plate number of each parked vehicle, and the location (Lot) where each vehicle is parked. The information thus obtained shall be for use in determining fees for patrons that report Lost Tickets when exiting.

Consultant shall report to Airport any vehicles that have remained parked in the Public Parking Facilities for a period of thirty (30) days or longer based on the daily inventory.

- Consultant agrees to procure one (1) new four-door plugin electric vehicle for the exclusive use by its employees at the Airport to perform the Scope of Services or complimentary guest services such as battery jump starts or escort to vehicle. The

vehicle shall be 2025 model year or newer, fully electric, and comparable in utility and performance to models such as the Kia EV6, Hyundai Ioniq 5, Ford Mustang Mach-E, Chevrolet Blazer EV, or an equivalent model subject to prior written approval by the Airport. Total all-in cost shall not exceed \$51,000. The purchase and/or lease cost including all taxes, fees, delivery charges, insurance, and licensing fees shall be the sole responsibility of the Consultant. All associated costs shall be amortized over the term of the agreement and included in the Consultant's monthly Management Fee.

As part of its monthly Management Fee, Consultant shall provide vehicle maintenance and Auto Insurance for the above-referenced vehicle and shall maintain the vehicle in good working condition, ordinary wear and tear excepted, including normal battery degradation consistent with manufacturer specifications. Consultant shall ensure the vehicle is maintained in good working order throughout the term; kept clean, safe, and presentable in use for customer-facing environments; serviced regularly in accordance with manufacturer recommendations; and shall be responsible for all ongoing maintenance, repairs, insurance, and operational costs associated with the vehicle. Vehicle shall be fully paid for by the expiration of the Agreement term. Consultant shall cooperate to transfer ownership and title of the vehicle to the Airport upon early termination or expiration of the Agreement term.

- Consultant agrees to implement and incur all costs to provide 24-hours per day, 7 days per week customer service assistance
- Consultant shall implement a mystery-shopper program, whereby an experienced and independent firm files reports at a minimum of two (2) shops per month concerning its customer service findings based on its usage of the public Parking Facilities.
- Consultant shall be responsible to design, publish and make available to public parking patrons a brochure which clearly depicts and explains the location, purpose and fee structure for the respective public Parking Facilities at the Airport. Brochure design and content shall be subject to the Airport's prior written.
- Consultant shall create a customized email address (e.g., STSparking@spplus.com) to encourage customers to provide feedback on the operation via email. This email address will be affixed to signage at each parking lot, key pedestrian points and on the Parking Guide page of the Airport's website. The facility manager, regional manager and senior vice president of SP+ shall be the simultaneous recipient of any email sent to the aforementioned email address and all inquiries will be responded to typically within 24 hours but no later than 48 hours.
- Consultant shall promptly comply with all County of Sonoma or Airport ACDBE requirements, including those outlined in RFP Exhibits "E" – County of Sonoma

Disadvantaged Business Enterprise (DBE) Program Requirements and “F” – DBE Race-Neutral Participation Listing of this Agreement. Consultant acknowledges that these exhibits may be modified during the term of this Agreement in accordance with federal regulations.

- Consultant shall prepare a customized Standard Operating Procedural (“SOP”) manual and provide a copy to Airport personnel for review within thirty (30) days after commencement of the operation. The SOP manual shall be reviewed at least semi-annually and updated as appropriate.
- At the Airport’s request, Consultant agrees to review and provide technical assistance to enhance the marketing efforts and/or system platforms provided by the Airport. Examples of marketing initiatives that SP+ can develop and implement in coordination with Airport personnel include: Dynamic Pricing, Custom Client Parking Guide; Digital Marketing including Search Engine Optimization, Paid Search Marketing, Social Media Outreach Efforts, Local Listings, and Email Marketing; Frequent and Corporate Parker Programs, Pre-Booking Reservations (Online Sales) and a Premium Reserved Parking Area, amongst other strategic initiatives. Consultant and Airport shall agree to any marketing or strategic initiative in writing and an approved budget prior to implementation.
- Contractor shall actively identify and, subject to Airport approval, implement additional customer-experience services intended to enhance the value, convenience, and attractiveness of Airport parking facilities. Such services may include, but are not limited to, vehicle washing and detailing, vehicle fueling, oil changes or minor vehicle maintenance (tires, wipers, fluids), electric vehicle charging, in-vehicle package delivery service, laundry or dry-cleaning pickup and delivery, vehicle maintenance services where permitted, premium parking options, valet services, curbside assistance, and other amenities commonly offered at comparable commercial airports. Contractor shall evaluate the feasibility of such services, propose implementation plans, and ensure that any approved services are delivered in a safe, professional, and customer-focused manner consistent with Airport standards and applicable regulations.

VALET SERVICES

- County shall pay Consultant the fully-loaded rate of \$37.70 per service hour, which Consultant shall deduct from the Monthly Gross Sales defined in Section 2.1.1 of the Management Agreement. Consultant shall provide and invoice with the accounting of all hours and personnel utilized for Valet parking and include it with the monthly parking lot management documentation. The fully loaded valet rate shall include the

- following expenses among others: Payroll taxes and benefits, Liability and Workers Compensation Insurance, employee hiring costs (recruiting, background checks, administrative, etc.), cost to procure and maintain the *Metropolis Mobile Vision* valet revenue control system, signage, insurance and auto damage claims, uniforms, tickets, telephone and internet, routine repairs and maintenance and supplies.
- Hours of Operation: Consultant shall accept reservations for valet parking during normal hours of operation for the Parking Lots currently defined in Exhibit “A” from 5:00 am to 12 am (midnight).
 - County and Consultant have the right to cancel Valet Services by providing the other party with thirty (30) days’ written notice.
 - Vehicle returns after the end of shift of Consultant’s employee will be coordinated with the customer.
 - Upon arriving, Consultant’s employee will greet the customer and perform a vehicle inspection. Any pre-existing damage will be noted on the valet ticket and initialed by the customer. The employee will note and/or gather pertinent information, including guest name, return date and time, flight number if known, vehicle make, model and license plate number, etc. to help prioritize vehicle staging. Consultant’s employee will remind customer to remove all valuable items or declare any being left in the vehicle (noted on the ticket).
 - The customer will receive a portion of the valet ticket that contains disclaimer language. A phone number will be stamped on the ticket requesting customers to call upon boarding their flight to the Airport to ensure the vehicle is ready for pick-up upon arriving at the terminal.
 - Primary Vehicle Storage: If multiple guests or cars are being handled simultaneously, the Consultant employee will temporarily park a vehicle. Otherwise, after the customer departs for his/her flight, the vehicle will be parked and stored in the assigned valet spaces in Long-Term Lot B.
 - The employee will ensure vehicle security measures are taken, including locking all doors and windows fully closed. The space number where the car is parked will be noted on the parking ticket.
 - Additional Vehicle Storage: Should Lot B be fully occupied, vehicles will be parked in the Short-Term Lot and/or at the Sonoma County Detention Facility located at 2254 Ordinance Road, or as instructed by the Airport during peak demand.
 - Key Storage: Throughout the daily shift, keys will be stored in a locked valet podium located at the vehicle staging area. The podium provides quick and easy key access to the Consultant employee and provides key security when the Consultant employee is parking or retrieving a vehicle.
 - At the end of each shift, the outgoing and oncoming Consultant employee will reconcile the keys on the board to the number of vehicles parked to ensure all keys have been

accounted for. At the end of each day, the podium will be transferred to the Facility Manager’s office for overnight security.

- Valet Rates: \$25 per 24 hours per stay (no incremental rates or free parking), subject to increase as outlined in the Airport’s Rates and Charges.
- Forms of Payment: All major credit cards and cash will be accepted.

CUSTOMER SERVICE WINDOW

Consultant shall manage an airport provided welcoming and festive parking booth with “ask question” and “get help” signage to encourage customers to engage in: LPR/Metropolis account enrollment and signup; tout new technology/AI and how it works to provide a better customer experience; offer a “How To Window” for activities such as account set up, license plate changes/updates, refunds, reservations, etc.)

Charles M. Schulz- Sonoma County Airport 2025 RFP Management Fee Budget- Revised 1.7.26	
Total Payroll, Taxes and Benefits	\$ 277,390
Operating Expenses	
Payroll and AP Processing Charge	1,425
Bank Charges	120
Office Equipment	1,000
Garage/ Lot Equipment	2,000
All Required Insurances	11,479
License and Fees	150
Signs	500
Mystery Shopper Programs	1,200
R&M PARCS	-
Postage & Freight	200
Ticket Expense	-
Computer Expense	1,200
Vehicle Amortization	10,454
R&M - Facility (Sweeping) Monthly	11,062
Telephone (Local & Long Distance)	2,100
Uniforms	780
Total Operating Expenses	\$ 43,670
Total Annual Management Fee	\$ 321,060
Additional 2 hours per day Management Fee	16,896
Revised total Annual Management Fee	\$ 337,956
Monthly Management Fee	\$ 26,755
Additional 2 hours per day Monthly Management Fee	1,408
Revised Monthly Management Fee	\$ 28,163

EXHIBIT B
METROPOLIS TECHNOLOGY ORDER FORM AGREEMENT
Technology Order Form

This Technology Order Form (this “**Order Form**”) along with the attached general terms and conditions (the “**General Terms**”) and the custom terms and conditions attached to this Order Form (the “**Custom Terms**”) collectively form an agreement (collectively, this “**Agreement**”) between the client identified below (“**Client**”) and SP Plus LLC, a Delaware limited liability company (“**Manager**”) for Manager to provide the solution as further set forth in the Custom Terms (the “**Solution**”) at the parking facility identified below (the “**Facility**”).

1. **Date of Order Form:** 10 /29 /2025

2. **Client Information**

Name	Address	City	State	ZIP Code
County of Sonoma, a political subdivision of the State of California	2990 Airport Boulevard	Santa Rosa	CA	95403

3. **Facility Information.**

Type (check one)	Number of Parking Stalls	Address	City	State	ZIP Code
(1) Garage <input type="checkbox"/>	1,086	Lot A; Lot B; and Short Term Lot 2990 Airport Boulevard	Santa Rosa	CA	95403
(2) Surface Lot <input checked="" type="checkbox"/>					
(3) On-Street <input checked="" type="checkbox"/>					

4. **Solution Start Date:** 05/01/2026

5. **Solution Description – Metropolis** 05/01/2026 **Platform Fee(s)**

Customers can access the Solution using their smartphones to pay for parking at the Facility. Manager shall provide the particular Solution as described below and in the Custom Terms including Vision technology, Mobile Vision technology for valet and replacing Sphere On-Demand with Metropolis Scan to Pay. Any capitalized terms not defined in this Order Form shall have the meanings defined in the General Terms or Custom Terms.

Product	Metropolis Platform Fee(s) to Manager	Additional Details
(1) Vision <input checked="" type="checkbox"/> (2) Scan to Pay <input checked="" type="checkbox"/> (3) Mobile Vision <input checked="" type="checkbox"/> (4) AeroParker <input checked="" type="checkbox"/>	The Metropolis Platform Fee, as set forth in the Custom Terms equal to \$0 .00 per month, prorated for any partial month.	See Custom Terms

The parties have entered into this Agreement on the date specified in Section 1 above.

County of Sonoma

SP Plus LLC

By:
Name:
Name: _____
Title:
Title: _____

By:

General Terms

(Managed Location)

These General Terms are attached to an Order Form between Client and Manager for Manager to provide the Solution at the Facility identified in the Order Form. In the event of a conflict between the terms in the Order Form, these General Terms, and/or the Custom Terms, these General Terms shall prevail and govern over both the Order Form and the Custom Terms, and any Custom Terms shall prevail and govern over the Order Form.

1. **Scope of Service.** Manager will provide the applicable Solution based on the option(s) selected by Client on the Order Form. Manager is not providing personnel to perform any onsite services at the Facility unless expressly indicated otherwise on the Order Form or in the Custom Terms.

2. **Term.**

(a) This Agreement shall commence on the Solution Start Date listed on the Order Form (the “**Start Date**”) and shall continue through and including January 31, 2031 (the “**Initial Term**”), unless terminated earlier as provided in this Agreement. After the Initial Term, this Agreement shall automatically renew from year to year until either party gives thirty (30) days’ prior written notice of non-renewal, with the effective date of expiration to be the last day of the month following the month during which such notice is received, unless terminated earlier as provided in this Agreement. In addition to any other termination rights granted herein, after the Initial Term, either party may terminate this Agreement at any time, without cause or penalty, but specifically excluding the Termination Fee as outlined in the Custom Terms, by giving at least thirty (30) days’ prior written notice of termination, upon which this Agreement shall terminate on the last day of the calendar month following said required notice period.

(b) This Agreement is independent from the Agreement for Airport Parking Management Services dated [] , 2025 between Manager and Client for services at the Facility (the “**Management Agreement**”). Therefore, termination of this Agreement will not terminate the Management Agreement, and termination of the Management Agreement will not terminate this Agreement.

3. **Receipts; Sales Tax.**

(a) **Gross Receipts.** During the term of the Management Agreement, Manager shall deposit all Gross Receipts (defined below) into a federally insured bank account maintained by Manager (the “**Bank Account**”). “**Gross Receipts**” shall mean all receipts earned and collected by Manager under this Agreement for parking at the Facility less (i) refunds, discounts or allowances made by SP+ to customers (if applicable), (ii) any applicable sales, parking or similar taxes collected by Manager (collectively “**Sales Tax**”), (iii) any credit card, debit card, electronic funds transfer or other payment processing fees (“**Processing Fees**”), and (iv) any deductions permitted under the Management Agreement. Gross Receipts do not include Customer Fees (defined below), which belong exclusively to Manager in accordance with section 2.2 of the Parking Management Agreement.

(b) **Sales Tax.** During the term of the Management Agreement, any applicable Sales Tax shall be remitted to the taxing authorities as specified in the Management Agreement. Upon termination or expiration of the Management Agreement, Manager shall be responsible for remitting payment directly to the tax collector of any applicable Sales Tax based on Gross Receipts collected by Manager. Client shall be responsible for payment directly to the tax collector of any Sales Tax on any receipts collected by Client or its agents. Each party agrees to defend, indemnify and hold harmless the other party from any losses, costs (including reasonable attorney’s fees), penalties or liabilities whatsoever arising from breach of its Sales Tax obligations.

4. **Fees Payment.**

(a) **Metropolis Platform Fees.** Client shall pay Manager the fee(s) specified on the Order Form in accordance with Section 4 of the Custom Terms of this agreement, and Section 2.2 of the Parking Management Agreement (collectively, the “**Metropolis Platform Fees**”). Payment of the Metropolis Platform Fees will be made as specified in Section 6 below.

- (b) Customer Fees. Any technology service fees charged by Manager for transient and monthly customers for use of the Solution or [Parking.com](#) (collectively, “**Customer Fees**”) are in addition to and separate from the parking fees charged to customers for use of the Facility. Manager shall retain Customer Fees in accordance with Section 2.2 of the Management Agreement. The Customer Fees are set forth in the Custom Terms and may be changed by Manager from time to time, upon prior written approval from Client. Client may, at Client’s option, elect to subsidize all or any portion of Customer Fees to reduce the amount charged to customers by notifying Manager in writing and paying such amount to Manager at the same time and in the same manner specified for payment of the Metropolis Platform Fee.

5. **Reporting; Records.**

- (a) During the term of the Management Agreement, Manager shall maintain records for Gross Receipts, Sales Tax, and Metropolis Platform Fees in accordance with the recordkeeping requirements in the Management Agreement. Manager’s monthly statement under the Management Agreement shall include the number of transactions processed during the preceding calendar month and Metropolis Platform Fees (plus any applicable costs or charges approved by Client) due Manager under this Agreement. Payment for the total amount due Manager each month shall be made as specified in Section 6 below.
- (b) Upon termination or expiration of the Management Agreement, Manager will provide Client with a standard monthly reporting statement (cash basis) by the 15th day of each month. The statement will detail Gross Receipts, Sales Tax, Metropolis Platform Fees, any applicable costs or charges approved by Client, and the number of transactions processed for the preceding calendar month. If Client requests a customized statement, additional charges will apply. Payment for the total amount due Manager each month shall be made as specified in Section 6 below. Manager shall keep complete reports and records in accordance with good accounting practices. Manager shall permit Client to inspect records at Manager’s offices during normal business hours, at Client’s expense upon reasonable advance written notice from Client, to the extent reasonably necessary to verify the accuracy of any monthly statement within the preceding twelve (12) months. Expressly excluded from the records available for inspection are any records containing sensitive credit card data or proprietary or confidential information. Client shall have the right to perform only one audit during any 12-month period.

6. **Payment.**

- (a) During the term of the Management Agreement, no recurring platform or software-as-a-service fees shall be charged to Airport. Contractor’s costs associated with the LPR technology platform shall be recovered solely through the transaction fees described in Section 2.2 of the Management Agreement and the applicable Technology Order Form. Except for the management fees and transaction fees expressly authorized under this Agreement, Contractor shall not deduct or charge any additional platform fees, technology fees, or similar charges from the Bank Account. If the Bank Account is a Manager account, all remaining Gross Receipts (after the above deductions) shall be paid to Client on or before the due date specified for the monthly statement under the Management Agreement, and electronic payment information so Manager may transfer Gross Receipts by ACH transfer. If the Bank Account is a Client account, Client shall pay the amount due Manager under this Agreement in accordance with the payment terms specified in the Management Agreement for management fees.
- (b) Upon termination or expiration of the Management Agreement, Client may elect to continue using the Equipment, subject to the terms and conditions of this Agreement. In such event, Client and Manager shall negotiate in good faith a mutually acceptable platform or software usage fee applicable solely to the post-termination use of the Equipment. During the term of the Management Agreement, no Metropolis Platform Fees shall be charged or deducted from Gross Receipts, and Contractor’s technology-related costs shall be recovered exclusively through the transaction fees authorized under Section 2.2 of the Management Agreement. If Client and Manager are unable to agree upon a platform or software usage fee for post-termination use of the Equipment, Client may elect not to continue use of the Equipment, and this Agreement shall terminate without further obligation for platform fees. Any payment obligations applicable during the term of the Management Agreement shall remain governed by the Management Agreement.

7. **Data.** Manager owns all data processed through the Solution or [Parking.com](#) (“**Data**”) to the maximum extent permitted by law. The Data shall, at all times, be deemed confidential information. Airport and County shall

have unrestricted access to all Data, including real-time, historical, and derivative Data, and may use such Data for any operational, planning, regulatory, reporting, marketing, or administrative purpose. Manager shall provide the Airport with any Data requested in a reasonably usable format. Airport and County shall retain the right to access and use the Data during the term of this Agreement and thereafter to the extent permitted by law.

8. **Notice.** Any notice required to be given to either party shall be given by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To Client:	At the address listed on the Order Form		
To Manager:	SP Plus LLC	with copy to:	Metropolis Technologies, Inc.
Officer	Attn: Legal Department		Attn: Chief Technology
200	501 Commerce Street, Suite 1210		501 Santa Monica Blvd., Ste.
	Nashville, TN 37203		Santa Monica, CA 90401

9. **Indemnity.** SP+ shall defend, indemnify and hold harmless Client from and against any and all claims, demands, costs, expenses, fees (including reasonable attorney fees), losses, liabilities, damages and injuries (collectively, “Losses”) to the extent caused by SP+’s gross negligence or breach of this Agreement. Client shall defend, indemnify and hold harmless SP+ from and against any and all Losses to the extent caused by Client’s gross negligence.

10. **Miscellaneous.**

- (a) **Relationship of the Parties.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that Manager is an independent contractor.
- (b) **Force Majeure.** Neither party shall be in breach of this Agreement for failure to perform any obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, including, without limitation, public health emergencies, outbreaks, epidemics, pandemics and natural disasters, acts of the public enemy, acts of public authority, act of war, weather conditions, riots, rebellion, civil commotion, civil unrest, demonstrations, protests, accidents, sabotage, terrorism, bioterrorism or any other circumstances for which it is not responsible or are not within its control.
- (c) **Payments.** If any payment is not received by Manager when due under this Agreement, Manager may: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due; and/or (ii) terminate this Agreement upon 5 days’ written notice without waiving any legal remedies including the right to recover attorneys’ fees or other expenses. If Client fails to pay any fees or costs due Manager under this Agreement, Manager shall have a right of setoff and may deduct such amounts from any payments due Client under this Agreement or the Management Agreement, in addition to any other rights and remedies.
- (d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.
- (e) **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- (f) **Waiver of Consequential Damages.** Notwithstanding anything to the contrary, in no event shall either party be liable under any circumstances to the other party for any loss of profit, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages resulting from or arising out of this Agreement, regardless of whether such liability is asserted on the basis of contract, statute, tort (including negligence or strict liability), or otherwise.
- (h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and

oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

- (i) Counterparts and Signatures. This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be legally binding.
- (j) Terms of Service. Client acknowledges that it has read and understands Manager's terms and conditions, as may be updated from time to time, at <https://metropolis.io/terms/> and agrees that such terms are incorporated as if fully stated herein. Further, it is understood that users of the Facility utilizing the Equipment shall enter into an agreement with Manager utilizing Manager's standard terms and conditions; Client shall use commercially reasonable efforts to ensure that all users adhere to this process. In the event of a conflict between any language in the terms and conditions and any language in this Order Form, the language of the Order Form shall control.

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Custom Terms
(Managed Location)

These Custom Terms are attached to an Order Form between Client and Manager for Manager to provide the Solution at the Facility identified on the Order Form. In the event of a conflict between the Order Form, the General Terms, and these Custom Terms, the General Terms shall prevail and govern over both the Order Form and these Custom Terms, and these Custom Terms shall prevail and govern over the Order Form.

1. **Equipment and Installation.** At its sole expense, Manager agrees to procure and install Manager or its affiliate's proprietary parking and revenue access equipment, which may include computer vision technology, mobile application and associated and necessary signage (collectively, the "**Equipment**"), in its sole discretion. Client approves the installation of the Equipment on the Facility in Manager's sole and absolute discretion. Client acknowledges Manager may exclusively use the Equipment at the Facility for the duration of the Term. Manager shall be free to make alterations and/or enhancements to the Equipment.

2. **Termination Fee; Repairs & Maintenance; Title.** Notwithstanding anything to the contrary in this Agreement, if the Client terminates this Agreement without cause at any time within the first two (2) years of the Agreement, Client shall pay Manager a penalty fee of \$75,000.00 (the "Penalty Fee"). Any late payment(s) shall bear interest at the highest legal rate permitted by law until paid in full, and Client shall reimburse Manager upon demand for any court costs and/or reasonable attorney fees incurred by Manager in collecting the Penalty Fee (plus any accrued interest). The rights and obligations in this section shall survive termination or expiration of the Agreement. The Parties agree the Penalty Fee is reasonable in consideration of the capital invested for the Equipment, for the benefit of Client. Client acknowledges that Manager has not made and does not make any warranty with respect to the Equipment (or any other equipment utilized) other than expressly provided for herein and Manager specifically disclaims any other warranty of merchantability or of fitness for a particular purpose, or as to the quality, condition or capacity of the Equipment (or any other equipment utilized) whatsoever. Manager shall not be liable to Client for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by or through the Equipment (or any equipment). At all times (i) Manager shall retain title to all equipment, including the Equipment, or other personal property leased or purchased by Manager for use at the Facility and such equipment shall not constitute a fixture, (ii) Client does not own the Equipment and Client shall not have or acquire any right, title or interest in or to the Equipment, (iii) title to the Equipment shall be retained by Manager or an equipment financier, as applicable, subject only to any security interest or assignment that Manager may grant to such equipment financier (if any), (iv) Client shall not suffer or permit any lien or encumbrance to attach to the Equipment and (v) Client shall refrain from taking any action to bar, restrain or otherwise prevent Client, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Facility for the purpose of inspecting the Equipment. Manager shall have the right, including after the expiration or termination of this Agreement, to remove all fixtures and equipment, including the Equipment, which have been placed at the Facility by Manager.

3. **Customer Fees.** Manager shall be entitled to the following transaction fees to be deducted from Gross Receipts in accordance with Section 2.2 of the Parking Management Agreement:

<i>Transaction Type</i>	<i>Consumer-Paid Transaction Fee</i>
0–59 Minute Transactions	No transaction fee
60 Minutes – 1 Hour 59 Minutes	\$.99 per transaction
Self-Parking (2 Hours or more) (Lot A, Lot B, Short Term and On-Street Spaces)	\$2.99 per transaction
Reservation Transaction Fees	\$2.99 per transaction
Valet Transaction Fees	\$3.99 per transaction
Non-Employee Monthly Parking Transaction Fee	\$4.99 per transaction

Exhibit C PREMISES

Charles M. Schulz - Sonoma County Airport Parking Facilities



Dec 2025

EXHIBIT D

PARKING LOT ENTRY/EXIT EQUIPMENT

[reconcile with new LPR equipment when installed]

Model Number	Description	Qty	Date of Manufacture
Current Short Term			
DP5900-6	Entry Stations	2	June -17
DP5800	TICO Exit Machine	1	June-17
Parking Pro	Entry/Exit Gates	3	June-17
Current Long Term A			
DP5900-6	Entry Stations	1	June-17
DP5800	TICO Exit Machine	2	June-17
Parking Pro	Entry/Exit Gates	3	June-17
Current Long Term B			
DP5900-6	Entry Stations	2	June-17
DP5800	TICO Exit Machine	2	June-17
Parking Pro	Entry/Exit Gates	5	June-17
Booth			
DP6001	Fee Computer	1	June-17
DP7001	POF Machine	1	June-17
Server/Back Office			
DP11000	Server Computer	1	June-17
UPS	UPS	1	June-17
EMVGTW	Gateway Software for EMV	1	June -17
Intercom			
GXP2100	VOiP Intercom	1	June-17
MiniUCS	SIP intercom	1	June-17
800MKL	Intercom Stations	5	June-17
Spare Parts			
DP5931	Magnetic Head	1	June-17
DP5904	Print Head	1	June-17
NC010	Gate Arms	2	June-17
	Loops	12	June-17
	Network Switches	6	June-17
	Relay Kits	18	June-17
	Surge Suppressor	10	June-17

EXHIBIT E
INSURANCE REQUIREMENT

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement, and
 - ii. Certificate of Insurance

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the

specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, its officers, agents, and employees shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional Insured status for completed operations shall continue for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between County and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$2,000,000 combined single limit per Occurrence; \$4,000,000 Aggregate.
- b. Coverage shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

4. Garage Keepers Insurance

- a. Minimum limit: \$50,000 per vehicle, \$100,000 per location.
 - b. Coverage shall include Comprehensive and Collision.
 - c. Deductibles shall not exceed \$1,000 per vehicle and \$10,000 per event.
 - d. Insurance shall apply on a direct primary basis.
 - e. Required Evidence of Insurance: Certificate of Insurance.
5. **Garage Policy** *(May be substituted for 2, 3 and 4 above)*
- a. Garage Coverage Form no less broad than ISO form CA 00 05.
 - b. Minimum limits: \$2,000,000 per Accident, \$4,000,000 Aggregate.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
 - d. The policy definition of "insured contract" shall include assumptions of liability arising out of work performed for a municipality (Definition #5 of the ISO Garage Coverage form, or its equivalent).
 - e. The policy shall include Garagekeepers Coverage
 - i. Minimum limits: \$50,000 per vehicle, \$100,000 per location.
 - ii. Coverage shall include Comprehensive and Collision
 - iii. Deductibles shall not exceed \$1,000 per vehicle and \$10,000 per event.
 - iv. Insurance shall apply on a direct primary basis.
 - v. Required Evidence of Insurance: Certificate of Insurance.
6. Cyber Liability Insurance:
- a. Minimum Limit: \$1,000,000 per claim or per occurrence, \$2,000,000 aggregate.
 - b. Coverage shall include, but not be limited to: unauthorized access, use, disclosure, modification, or destruction of electronic data or confidential information; security breach response costs including notice, credit monitoring, and forensic investigation; and third-party liability for failure to protect confidential information.
 - c. Coverage must be maintained for the duration of the contract and for at least three (3) years following completion of the contract.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage shall include any subcontractors acting on behalf of the Contractor.

- f. Any self-insured retention or deductible must not exceed \$25,000 without prior County approval.
- g. Required Evidence of Insurance: Certificate of Insurance specifying coverage and limits.

7. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

8. Documentation

- a. The Certificate of Insurance must include the following reference: Airport Parking Facilities Management.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its officers, agents, and employees, Attn: Airport Manager, Charles M. Schulz – Sonoma County Airport, 2290 Airport Blvd., Santa Rosa, CA 95403,
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

9. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Material Breach

If Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT F
ACDBE REQUIREMENTS

A. Disadvantaged Business Enterprise (DBE) Participation

i. Race-Neutral DBE Participation

The Contractor is required to submit a DBE Race-Neutral Participation Listing to identify DBE subcontractor(s) proposed in the performance of this U.S. DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed in the “DBE Race-Neutral Participation Listing” perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the County of Sonoma (County) prior to the Prime Contractor effectuating any changes to its race-neutral DBE participation commitments. The Contractor is required to submit this form whether or not DBE subcontractors have been proposed.

Prime Contractor shall ensure the DBE information submitted shall include the North American Industry Classification System (NAICS) code applicable to the kind of work the DBE subcontractor(s) will perform on the contract.

In the event the Contractor commits to utilizing a DBE in the performance of this contract after contract award, the Contractor will comply with the same reporting requirements delineated above and submit a “DBE Race-Neutral Participation Listing” for new DBE commitments made after award and during contract performance.

ii. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), County has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”.

The project is subject to these stipulated regulations. In order to ensure that County achieves its overall DBE Program goal, County encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these regulations, it is also the policy of County to:

- a. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBE’s have equitable access to participate in all of County’s and identified Prime Contractor DOT-assisted contracting opportunities.
- b. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts
- c. Ensure non-discrimination in the award and administration of County’s DOT-assisted contracts.
- d. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

- e. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in DOT-assisted contracts.
- f. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, will have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and County's DBE Program with respect to DOT-assisted contracts, the Regulations will prevail.

iii. County' Race-Neutral DBE Policy Implementation Directives

Pursuant to Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation, County has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefitting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, County does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. However, the Prime Contractor will adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

iv. Definitions

The following definitions apply to the terms as used in these provisions:

- a. "Disadvantaged Business Enterprise (DBE)" means a small business concern:
 - (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by County pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
 - 1. "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;

2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 4. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 5. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 6. Women, regardless of ethnicity or race.
- c. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
 - d. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
 - e. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 - f. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or certifying agency under the California Unified Certification Program (CUCP) to meet the social and economic disadvantage criteria described in 49 CFR Part 26.67.

v. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post- Award)

Contractor will complete and submit the following DBE form at the times specified:

"Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification: (Form 103).

If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor will be required to complete and submit a Form 103 to County designee by the 15th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The Contractor will report the total dollar value paid to DBEs for the applicable reporting period. The Contractor will also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported.

Contractor is advised not to report the participation of DBEs toward the Contractor's race-neutral DBE attainment until the amount being counted has been paid to the DBE.

Upon completion of the contract, the Contractor will be required to prepare and submit to County a "Race-Neutral DBE Subcontractor Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. Contractor will complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

Contractor is responsible for providing subcontractor's proof of DBE Certification.

Contractor and subcontractors are subject to periodic audits by County and or their designated representative. Program audits serve as a part of County assessing program compliance. The audit may include comprehensive review of program related forms, documents and procedures, including but not limited to site visits. The information presented for review shall be provided in an auditable manner.

vi. DBE Eligibility and Commercially Useful Function Standards

- a. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.) A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

- e. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. The CUCP website, accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" website at <http://www.dot.ca.gov/hq/bep>.
 - 2. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; Telephone (916) 445-3520.

vii. DBE Crediting Provisions

When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture will be counted.

- a. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment.
- b. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 - 1. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - 2. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
- c. The following types of fee or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;

3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- d. Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
 7. If the Contractor listed a non-certified DBE 1st tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

viii. Performance of DBE Subcontractors

DBE subcontractors listed by the Prime Contractor in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal submission or added during performance of the contract will perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from County to perform the work with other forces or to obtain the materials from other sources.

The Contractor will provide written notification to County in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to commencement of that portion of the work and the Prime Contractor shall demonstrate good faith efforts in continuing doing business with DBE's.

ix. Additional DBE Subcontractors

In the event Contractor identifies additional DBE subcontractors or suppliers not previously identified by Contractor for race-neutral DBE participation under the contract, Contractor will notify County by submitting the form "DBE Race-Neutral Participation Listing" to enable Contractor and County to capture all race-neutral DBE participation. Contractor will also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

x. DBE Certification Status

If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor will notify the Contractor in writing with the date of decertification. The Contractor will furnish the written documentation to County in a timely manner.

xi. Contractor's Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Contractor will affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor will affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

Contractor (and each subcontract the Contractor signs with a subcontractor) must include the following assurance: The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

xii. Prompt Payment

County has, by a contract clause pursuant to 49 CFR 26.29; "Prompt Payment Mechanisms for Recipients", adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires the Prime

Contractor to issue payment to all subcontractors for satisfactory work performed, no later than seven (7) days from Contractor's receipt of payment from County. A provision will also apply to the disbursement of retention proceeds withheld by Prime Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor no later than seven (7) days County after the subcontractor's work is satisfactorily completed. Prime Contractor will incorporate these prompt payment provisions in all subcontract agreements issued by Prime Contractor with respect to this Contract.

In accordance with Revised 26.29 "Prompt Payment Provisions", County at its discretion, utilizes the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Prime Contractor and require a contract clause obligating Prime Contractor to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed.

Failure to comply with these prompt payment provisions or delay in issuing payment without prior written approval from County will constitute noncompliance, which will result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of 1% of the amount due per month to the affected subcontractor for every month that payment is not made.

v. Records Retention

Prime Contractor shall maintain all DBE program records, including a thorough and updated bidder's list.

EXHIBIT G

DBE RACE-NEUTRAL PARTICIPATION LISTING

Contractor: _____ **CONTRACT #:** _____

INSTRUCTIONS TO CONTRACTOR:

- 1. THE CONTRACTOR MUST EXECUTE AND SUBMIT THIS FORM ENTITLED "DBE RACE-NEUTRAL PARTICIPATION LISTING" TO COUNTY, EVEN IF NO DBE PARTICIPATION WILL BE REPORTED. IN THE EVENT OF NO DBE PARTICIPATION, CONTRACTOR SHALL MARK "NONE" UNDER DBE FIRM NAME.**
- 2. REFER TO "DBE CREDITING PROVISIONS" CONCERNING DBE RACE-NEUTRAL PARTICIPATION CREDITING.**
- 3. THE CONTRACTOR SHALL USE THE SAME FORM WHEN ADDING NEW DBE FIRMS AFTER CONTRACT AWARD.**

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____									
Street Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:									
Contact Person:											
Telephone:	Fax:										
License No., Classification and Expiration:											
Subcontract Amount:											
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Subcontractor (100%)</td> <td style="width: 33%;">Supplier (60%)</td> <td style="width: 33%;"></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>	Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)	Trucker	
Subcontractor (100%)	Supplier (60%)										
Regular Dealer (60%)	Broker										
Manufacturer (100%)	Trucker										

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the proposal due date.